

RESOLUTION NO. _____, SERIES 2007

A RESOLUTION PURSUANT TO ORDINANCES 111 AND 112, SERIES 2006, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NEW CONTRACT - (PRESNELL ASSOCIATES D/B/A QK4 - \$50,000.00).

Sponsored By: Councilman Stuart Benson

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

WORKS

\$50,000.00 for a new Professional Service Contract with Presnell Associates d/b/a QK4 for an East Louisville transportation study from March 15, 2007 through June 30, 2007.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Rick Blackwell
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze
Jefferson County Attorney

BY: _____

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC WORKS** herein referred to as “**METRO GOVERNMENT**”, and **PRESNELL ASSOCIATES D/B/A QK4**, with offices located at 815 West Market Street, Suite 300, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to an East Louisville transportation study; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

An East Louisville transportation study as described in Attachment A attached hereto and fully incorporated herein.

E. The work product or deliverables of Consultant shall include but not be limited to the following:

Those described in Attachment A.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement as described in Attachment A. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the

service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin March 15, 2007 and shall continue through and including June 30, 2007.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant

further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation

therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant or

subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

**IRV MAZE
JEFFERSON COUNTY ATTORNEY**

**TED PULLEN, DIRECTOR, PUBLIC
WORKS**

Date:_____

Date:_____

PRESNELL ASSOCIATES d/b/a QK4

By:_____

Title:_____

Date:_____

**Taxpayer Identification No.
(TIN):**_____

**Louisville/Jefferson County
Revenue Commission Account
No.:**_____

ATTACHMENT A

SCOPE OF WORK

East Louisville Metro Transportation Planning Study, West of I-265 (West of I-265, East of Tucker Station Road, South of I-64, North of KY 155)

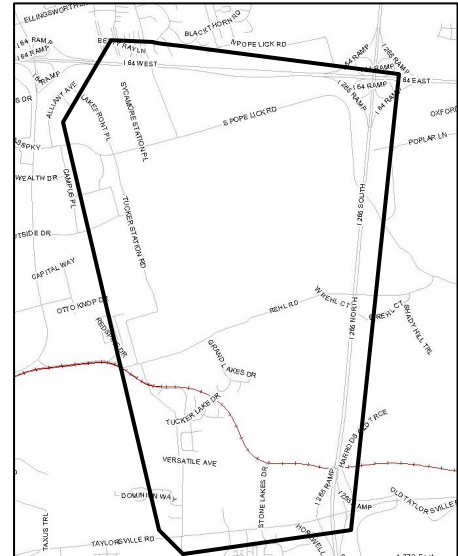
December 29, 2006

I. Introduction

Qk4 will prepare a transportation plan in cooperation with Louisville Metro Division of Planning and Design Services (PDS). The plan will consider existing transportation condition, planned developments that will effect travel patterns, explore options for meeting the demands of the future, and engage the others in the process.

II. Study Area

The study area will be bound to the East by I-265, to the West by Tucker Station Road, to the North by I-64, and to the South by KY-155. The study area is approximately 3.5 square miles. This area has experienced a lot of development in the past five years, and currently several additional developments have been proposed. Because of these development pressures, Louisville Metro had decided that a comprehensive look at the transportation needs of the area is appropriate.



III. Study Objectives

THE PURPOSE OF THE TRANSPORTATION PLANNING STUDY, EAST LOUISVILLE METRO IS TO INVENTORY AND ANALYZE TRANSPORTATION AND TRAVEL DATA, FUTURE DEMANDS, AND RECOMMEND IMPROVEMENTS RELATED TO THE SAFETY AND EFFICIENCY OF ALL TYPES OF TRANSPORTATION, WITH THE FOCUS ON:

- IMPROVING THE CONNECTIVITY OF THE TRANSPORTATION NETWORK **AND THE PROPOSED PARK NETWORK FOR EASTERN JEFFERSON COUNTY**
- MITIGATING CONGESTION
- SUPPORTING THE EXISTING LAND USE
- SERVING FUTURE CHANGES IN LAND USE
- ENHANCING AND PROTECTING THE ENVIRONMENT AND COMMUNITY LIVABILITY
- PLANNING FOR ALL USERS INCLUDING CYCLISTS, WALKERS, AND TRANSIT
- COORDINATION WITH OTHER TRANSPORTATION, LAND USE, AND COMMUNITY PLANS, INCLUDING:
 - KYTC PLANNING STUDY FOR A NEW I-265 INTERCHANGE WITH REHL ROAD
 - **TAYLORSVILLE ROAD BIKEWAY AND PEDESTRIAN STUDY**
 - JEFFERSONTOWN TRANSPORTATION STUDY
 - KYTC CORRIDOR STUDY OF KY 155
 - LOUISVILLE METRO PLANS FOR THE URTON LANE EXTENSION
 - PROPOSED DEVELOPMENT ALONG TAYLORSVILLE ROAD

THE PLAN WILL PROMOTE THE GOALS AND OBJECTIVES, AND THE PLAN ELEMENTS OF THE CORNERSTONE 2020 COMPREHENSIVE PLAN. THE PLAN WILL ALSO INCLUDE RECOMMENDED TRANSPORTATION IMPROVEMENTS WITH STRONG EMPHASIS ON URBAN DESIGN PRINCIPALS TO ADDRESS TRANSPORTATION AND COMMUNITY LIVABILITY ISSUES IN AN EFFECTIVE AND COST EFFICIENT MANNER.

IV. Work Tasks

The tasks to be performed will include:

- **Data Collection** - LOJIC mapping data and field data collection within the study area will be used to conduct the study. Existing traffic volumes, transit service, bike and pedestrian facilities, environmental constraints, and land uses will be mapped. This information will be provided to KIPDA to perform any necessary traffic modeling.

Any existing transportation studies within the study area will be reviewed. **Particular attention will be placed on the proposed Rehl Road interchange and its connection with the existing road network, and it's effect on travel patterns and land use.**

- **Development/Assessment of Alternative Improvements** – Proposed improvements will be determined based on an assessment of their relative benefits and costs and how the alternatives meet the study's purpose and need. Alternative concepts will address vehicular, bike, pedestrian and transit solutions. A preliminary list of alternative concepts will be identified that may include operational improvements, new roadway connections, traffic signal improvements, relocations of entrances to roadways, additional access through the study area, linking existing sidewalks, and streetscaping.
- **Public Involvement** – Public involvement will be very important to this project. A public meeting will be held at the beginning of the project to identify transportation needs and demands, and to receive input on possible recommendations. A follow up public meeting will be held to receive feedback on a set of preliminary recommendations. Following the completion of the Draft Plan, Qk4 will work with the PDS staff to hold a Public Hearing to present the plan.

A study advisory committee will be established, consisting of approximately eight to ten individuals to bring credibility and ownership from local leaders in the areas. Membership will be established by the project team at the kick-off meeting.

- **Project Team Meetings** – Throughout the study it is anticipated that four project team meeting will be held, as follows:
 - A project kick-off and scoping meeting
 - A meeting following the first public meeting to discuss public responses and future decisions
 - A meeting prior to the second public meeting to discuss all possible recommendation options
 - A meeting prior to submission of the draft report to review recommendations
- **Report** - A draft study report (electronic and hard copies) will be prepared. It will include maps and other materials identifying the preliminary alternative concepts. It

is estimated that ten copies of the draft report will be forwarded to PDS. After approval, the necessary amount of the final copy of the report will be prepared for distribution by PDS.

Qk4 will complete the scope of work for a lump sum fee of \$50,000.

12/29/06

	PRINCIPAL	PROJECT MANAGER	CIVIL ENGINEER	TRANS PLANNER	CADD OPERATOR	MAN-HOUR TOTALS	LABOR COST	AVG. LABOR RATE
Audited Rates (11-12-03) =>	\$48.08	\$43.27	\$48.15	\$29.76	\$22.05			
TASK/ACTIVITY								
TASK 1 PROJECT MANAGEMENT	2	24	0	0	0	26	\$1,134.64	\$43.64
1.1 PROJECT MANAGEMENT(sched, rept, etc)	2	16				18		
1.2 ATTEND MICS. MEETINGS (2 MEETINGS)		8		8		16		
TASK 2 IDENTIFY PROJECT INFORMATION / ASSESS EXISTING CONDITIONS	0	15	8	42	16	81	\$2,572.97	\$31.77
2.1 ESTABLISH PROJECT AREA AND OBTAIN BACKGROUND INFO								
2.1.1 COLLECT BASE INFORMATION/FIELD RECONNAISSANCE		10	8	8		26		
2.1.2 PREPARE BASE MAPPING OF LAND USE AND INFRASTRUCTURE		1			16	21		
2.3 OBTAIN AND REVIEW EXISTING LAND USE PLANS AND OTHER STUDIES		4		30		34		
TASK 3 PUBLIC INVOLVEMENT	0	60	24	74	4	162	\$5,850.24	\$36.11
3.1 STEERING COMMITTEE (2 meetings)								
3.1.1 ESTABLISH COMMITTEE MEMBERSHIP AND CONTACT INFORMATION		2		2		4		
3.1.1 PREPARE FOR COMMITTEE MEETINGS		8	4	8	4	24		
3.1.2 ATTEND LOCAL OFFICIALS MEETINGS		8	4	8		20		
3.1.2 WRITE MINUTES AND FOLLOW UP MEETINGS				4		4		
3.2 PROJECT TEAM MEETING (2 meetings)								
3.2.1 PREPARE FOR PROJECT TEAM MEETINGS		8	4	8		20		
3.2.2 ATTEND PROJECT TEAM MEETINGS		8	4	8		20		
3.2.3 WRITE MINUTES AND FOLLOW UP MEETINGS				4		4		
3.6 PUBLIC INFORMATION MEETINGS (2 MEETINGS)								
3.6.1 PREPARE FOR PUBLIC MEETINGS		16	4	16		36		
3.6.2 ATTEND PUBLIC MEETINGS		8	4	8		20		
3.6.3 COMPILE PUBLIC MEETING SUMMARY		2		8		10		
TASK 4 DEVELOPMENT & ANALYSIS OF ALTERNATIVES	2	24	24	58	48	156	\$4,882.72	\$31.30
3.6 DEVELOP PROJECT GOALS		2		4		6		
4.3 DEVELOPMENT AND ANALYSIS OF ALTERNATIVES SCENARIOS	2	8	16	32	24	82		
4.3 REFINEMENT OF ALTERNATIVE SCENARIOS		8	8	16	24	56		
4.4 IDENTIFICATION OF IMPROVEMENT OPTIONS AND ACTION STEPS		6		6		12		
TASK 5 FINAL REPORT DOCUMENTATION	0	12	14	42	24	92	\$2,860.46	\$31.09
5.1 DRAFT REPORT (EXISTING CONDITIONS, METHODOLOGY, AND RESULTS)		8	8	32	16	64		
5.2 FINAL REPORT		4	6	10	8	28		
LABOR TOTALS	4	135	70	216	92	517		
LABOR COSTS	\$192.32	\$5,841.45	\$2,810.50	\$6,428.16	\$2,028.60	\$17,301.03		\$33.46
PROJECT STAFF TIME PERCENTAGES	0.77%	26.11%	13.54%	41.78%	17.79%	100.00%		
TOTAL MANHOURS						517		
TOTAL DIRECT PAYROLL						\$17,301.00		
OVERHEAD 150.00%						\$25,952.00		
PROFIT 15%						\$6,487.00		
DIRECT COSTS (Printing)						\$260.00		
TOTAL PROPOSED FEE						\$50,000.00		

SCHEDULE B

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to the Louisville/Jefferson County Metro Government and approved by the Risk Management Division.** *The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.*

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

2. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.
3. ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY NSURANCE (**Either A or B below**) with a **\$1,000,000** Limit of Liability per occurrence and annual aggregate (or project):
 - a. A Professional Architects and Engineers Liability policy covering your architectural firm's general practice (a Practice policy) which includes the Contractual Liability Endorsement. Consultant shall maintain such coverage for at least one (1) year after substantial completion of the construction phase of the project.

OR

- *b. Separate Project Errors and Omissions Insurance specifically insuring each Project (which includes the Contractual Liability Endorsement).

*NOTE -Please be sure when presenting your total project price under the Project Insurance Proposal that the cost for your firm's "Practice" insurance is eliminated from the overhead figures.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management Division at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

- C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.